May 1, 2020

To: All Faculty

From: Joan Sholars, FA President and Lead Negotiator

The FA and the District have signed TA’s that concluded our negotiations. The FA Executive Board has recommended ratification of the contract. The vote of the Executive Board was not unanimous.

While no one is happy with the final agreement, the FA feels strongly that, in this pandemic and with funding uncertainty from the State, we feel securing your 3.26% COLA (Cost of Living Adjustment) was of primary importance.

TA #1 and TA #3

   Article 2.A. Effective Dates: This Agreement shall be effective July 1, 2019, and shall remain in full force and effect through June 30, 2022.

   Article 2.B.

   2.B.1. In each year of this agreement either party may initiate a reopener on salary, benefits plus two items and any additional mutually agreed to items.

   2.B.2. Notwithstanding the provisions of this agreement, if any subsequent agreement with another employee group provides a higher percentage salary schedule or health and welfare District premium contribution, the District and the FA shall meet to review the particulars of any such agreement. If necessary, either party may demand to reopen the salary and health and welfare provisions in order to provide a comparable settlement. This provision (2.B.2) shall sunset at the end of this contract unless mutually agreed to extend by both parties. The final agreement deletes this TA – the District would not compromise on this at all. While we believe that equity is important, the District did not have the same underlying position and argued that the Board of Trustees would not ratify our agreement if this was part of the agreement. While I would like to call them on this bluff, it is not worth sacrificing our COLA at this point.
This TA places into the contract the MOU signed by both the FA and the District concerning new faculty orientations that are mandated by AB 119. It states that the Faculty Association must be part of any new faculty orientations. These orientations will take place the week before the fall semester and the week before the spring semester. All new faculty are required to attend. We have been doing this for a few years now and are just placing the MOU into the contract.
TA #4

Article 18.I.6. – Submission of Recommendation

18.I.6.a. At any point in the process, the Vice President of Human Resources or designee may be called in to help with mediation.

18.I.6.b. Split Recommendation: If the evaluation team is equally split on what recommendation to submit, the Vice President of Human Resources or designee shall meet with the team in an attempt to mediate an agreement. If the mediation does not result in an agreement by a simple majority of the evaluation team, the Vice President of Human Resources shall review the matter and forward a recommendation to the President, who will decide what recommendation shall be submitted to the Board. The results of the mediation and the complete evaluation packet shall be forwarded to the appropriate Vice President.

18.I.6.d. Vice President Does Not Support: If the Vice President does not support the team’s recommendation, the Vice President and the team shall meet in an attempt to resolve the disagreement. If the disagreement is not resolved, the President shall review the matter and decide what recommendation shall be submitted to the Board and the complete evaluation packet shall be forwarded to the President.

18.I.6.f. President Does Not Support: If the President does not support the team’s recommendation, the President and the team shall meet in an attempt to resolve the disagreement. If the disagreement is not resolved, the President shall decide what recommendation shall be submitted to the Board and shall forward their recommendation to the Board along with the team’s recommendation and the complete evaluation packet.

TA #5

Article 10.N. Faculty Reassigned Time Expectancies

...The unit member and the appropriate manager will develop and mutually agree to a list of performance expectancies relevant to the reassignment prior to the end of the second week of the fall semester commencement of the assignment. ...

...
TA #6  Article 10.P. Work Experience

10.P.1. Compensation and Load: Pay for work experience is 0.10 LHE per student per term. Load earned by faculty assigned work experience courses may be assigned to adjunct faculty or full-time faculty as overload and is subject to existing load limitation (10.A.4., 10.Q.1., and 10.Q.4.) Compensation for work experience load assignment will be determined at census date and will be made upon completion of all required faculty assignment obligations and grade submissions.


This TA takes out of the contract the listing of specific 12 month programs. The list had not been updated in many years and was incorrect.

TA #8  Article 9.E.

This TA is the calendar that was recommended by the Representative Council.

TA #9  Article 18.J. Evaluation of Regular Faculty

18.J.1. Evaluation Process: Faculty evaluation is a three-year process and is the responsibility of the individual faculty member. The process will consist of student evaluations (first year), classroom visitations (second year), and a summary of the evaluation activities (third year). The process requires submittal of a Yearly Report of Service to the College Supplemental Hours in all three years of the evaluation process and the Self-Evaluation Report in years one and two of the evaluation process. Any Distance Learning courses and/or mentor of faculty interns must be included in the evaluation process. The evaluation process shall include evaluations for all applicable modes of delivery (Distance Learning and face-to-face).

TA #10  Article 16.M. Banking Leave

16.M.4. Maximum to Bank: The total amount of banked time for an individual shall not exceed 30 LHE for 10 month faculty, 33 LHE for 11 month faculty and 36 LHE for 12 month faculty as determined by their classification at the time of initial full-time employment.

16.M.5. Use of Banked Leave

16.M.5.a. Use of Banked Leave to Replace a Portion of Load: at the option of the unit member, with the approval of the dean, banked LHE may be used to replace one or more classes or
the equivalent LHE. The application to use banked LHE must be submitted to the dean or appropriate administrator no later than the Monday of the third week of instruction of the fall term for use commencing the subsequent spring, or the Monday of the third week of instruction of the spring term for a leave commencing the subsequent fall. The request must be approved by the dean or appropriate administrator (in consultation with the department chair) and the appropriate Vice President.

TA #11  Article 13: Distance Learning

13.A.4. There shall be a certification process for regular and effective contact (REC). This certification process (REC) is separate and distinct from the SPOT certification process. The Academic Senate in consultation with the Faculty Association and the District will create a rubric that identifies regular and effective contact. This rubric will be used only to determine regular and effective contact. This certification process is separate and distinct from the SPOT certification process.

13.B.7.b. Full-time Faculty Load Limitation: A full-time faculty member shall not teach more than 67% (10 LHE) of each regular primary term (fall or spring) assignment as online learning or a combination of online learning and hybrid. For the purposes of this Article, primary term assignment excludes overload as well as winter and summer intersessions. A full-time professor shall have at least 33% (5 LHE) of their load on campus of each regular primary term. The proportion of hybrid courses that is taught on-campus shall count as part of the 5 LHE on campus requirement.

13.B.7.b.1. Overload: A full-time faculty may not teach distance learning courses as overload during the primary terms in consultation with the dean or appropriate manager.

13.B.8. Virtual Office Hours: Virtual office hours may be held in proportion to the professor’s distance learning load so long as the proportionate office hour is conducted in a synchronous mode. The establishment of virtual office hours will be communicated to division offices and students via the syllabus. All hybrid courses office hours must be held on campus. Hybrid office hours may be held either on campus or as virtual office hours after consultation with the dean or appropriate manager in proportion to the hours the course is conducted online and face-to-face.
13.B.9. Traditional Offerings: Whenever a distance learning course is offered, the traditional, on-campus course shall also be offered at least once a year in consultation with the dean or the appropriate manager. When a single offering of a course is available, that course shall be held in the traditional format. The offering of an on-campus class will precede those courses offered as distance learning.

13.C. Peer Classroom Visitation in Distance Learning

13.C.1. The peer evaluator, who should have shall have experience in distance learning, shall request permission from the individual faculty member being evaluated to enter his/her their course during a specific period of time not to exceed seven three days. Permission to enter the course shall be given only after the evaluatee has guided the peer evaluator through the course (Article 13.C.4).

TA #12 Article 18.L. Adjunct and Partial Contract Professors Evaluation

18.L.1. Responsibility: Evaluation of adjunct and partial contract professors is the responsibility of:

- Division Dean or designee
- Director, ESL
- Director, Adult Basic Education
- Director, Continuing Education
- Department chairpersons or designee
- Other administrators assigned by the Chief Instructional Officer of the Chief Student Services Officer

18.L.3. Evaluation Process

18.L.3.a. Professors with Rehire Rights: The evaluation of adjunct professors with rehire rights and partial contract professors will be conducted on a four-year (4) process within the fall or spring semester of the first year of their rehire right status and every sixth primary term thereafter.

The process will consist of student evaluations, and classroom evaluations, and summary evaluation pursuant to Article 18.L.7.

18.L.3.b. Professors without Rehire Rights: Professors without rehire rights will be evaluated on a four-year (4) process that begins the first semester primary term of their employment.
18.L.4. Classroom Visitation:

18.L.4.a. Professors with Rehire Rights: In year 2 of the evaluation process, Adjunct professors with rehire rights shall be evaluated while teaching in the classroom, and non-teaching faculty shall be evaluated while conducting their professional assignments by the division dean, department chair or designee every sixth primary term of service provided to the College following the first evaluation with rehire rights status. A distance learning course that is taught must be included in the evaluation process. Through mutual agreement, the division dean or designee and the department chair shall determine which mode of delivery (Distance Learning or face-to-face) will be evaluated, if applicable. A single visitation shall occur by the end of the twelfth (12th) week of the semester. A meeting will be held within two (2) weeks of the visitation with the adjunct professor to review the classroom evaluation and teaching materials and to give feedback regarding teaching performance. Additional visitation evaluations may be conducted when: (a) a pattern of student complaints becomes evident to the department chair or dean; or (b) the most recent evaluation had an overall rating of improvement recommended (3) or performance does not meet the standard (4) or as necessary to comply with section 18.Q.2. Adjunct and partial contract professors shall be evaluated on the appropriate classroom visitation evaluation form (Appendix H.4.).

18.L.5. Student Evaluations:

18.L.5.a. Professors with Rehire Rights: Student evaluations shall be conducted for each preparation for every year of the evaluation process. After an adjunct professor has established rehire rights, they shall conduct student evaluations annually within the established evaluation period for each preparation in either the fall or spring semester as requested by the department chair or appropriate manager. These evaluations will be conducted online unless requested by the professor. If the professor requests paper student evaluations, then the professor shall submit the student evaluations, including a tally of the ratings and a file of scanned written comments, to the department chair or appropriate manager by the end of the 11th week of the semester. These evaluations will be completed online unless requested by the professor.
Appendix B: Department Chair Remuneration

This TA did not change the formula – it was an update on the data. The FA did ask that the data be checked.

Reassigned Time for Faculty Leaders

Article 23.A. Reassigned Time for Representatives: The District shall provide the Association with 70 24 LHE annual reassigned time for purposes of representation. The President of the Faculty Association will inform the District on how the reassigned time will be distributed.

23.A.1. Reassigned time for Full Negotiations: During full contract negotiations, the District shall provide the Association with 15 12 LHE per term in reassigned time to be distributed to members of the Association’s bargaining team, not to exceed five (5) members during negotiations, until the contract is ratified.

23.A.2. Reassigned Time for Re-opener Negotiations: During re-opener contract negotiations, the District shall provide the Association with 9 6 LHE per term in reassigned time to be distributed to members of the Association’s bargaining team, not to exceed three (3) members during negotiations, until the contract is ratified.

23.A.3. Reassigned time for the Lead Negotiator: During negotiations (both full and re-opener), the District shall provide the Association with 10 LHE annually.

Article 10.H.3.b. Other Full-time Faculty with 12 month contracts: 214 work days with a required load of 36 LHE plus hours of service to the college. This assignment is limited to faculty in instructional programs with a mandated 12 month program except for the faculty leadership in the Academic Senate and the Faculty Association. The Faculty Association President, the Faculty Association Vice President, and the Academic Senate President shall be assigned a twelve-month, 100% reassigned time position with 214 work days and a required annual load of 36 LHE.

The Academic Senate shall be given 36 LHE to use for their other officers (Vice President(s) and Secretary). The President of the Academic Senate will inform the District on how the reassigned time will be distributed.
TA #15 Appendix E: Reassigned Time for Special Assignments

We took out the Academic Senate Secretary, AWE Assistant Coordinator and the AWE Coordinator. We added in AB 705 Coordinators for Math, English and AMLA, a Faculty Accreditation Assistant Coordinator, an increase for the Honors Coordinator, a 2nd New Faculty Seminar Facilitator if more than 25 new full-time faculty are hired, an increase for the Paralegal Coordinator, the Radiologic Technology Program Coordinator and the Real Estate Program Coordinator, and a new Sustainability Coordinator.

Appendix E is always hard for both the faculty and the District. We also agreed to change when and how these positions are reviewed. Instead of reviewing these every two years, we are going to review them every three years and then review them by who the responsible manager is. If no change is requested and the responsible manager and appropriate Vice President agree, then a form stating that will be sent to the Instruction Office when requested. If a change is requested, the form will ask how the work has increased or changed.

Also, both the FA and the District have agreed to set up a workgroup of faculty and managers to work on the defining coordinators job descriptions better to help us in determining the amount of LHE required to do the job.

TA #16 Appendix D: Coaches

This TA adds an Assistant Diving Coach and a Reader’s Theater Director.

TA #17

This TA orders the faculty expectancies in Article 18 so that the order is the same. This will make it easier for faculty, especially our adjunct faculty. This TA does add an expectancy for our librarians – that they give out accurate information -- and an expectancy to the coaches – that they follow all the deadlines for faculty evaluations.

TA #18

This TA closed negotiations. We agreed to COLA (3.26%) on the salary schedule, $3/hour increase in adjunct office hour pay, and $400,000 one-time funds that the FA can decide how to distribute to faculty. Both the COLA increase and the $3/hour increase in adjunct office hour pay are retroactive to July 1, 2019.

The FA Executive Board decided that the $400,000 should be divided among faculty, with $200,000 divided equally among full-time faculty and $200,000 divided equally among adjunct faculty.

If the contract is ratified, the retroactive COLA pay and the one-time additional money will be paid to faculty in separate checks. The FA will work with the District to issue each faculty member their two checks as quickly as possible.

TA #18 included a statement that any and all topics not completed in these negotiations will roll over to the next negotiations. These items include the 2nd PGI for full-time faculty,
20 year longevity step for full-time faculty, evaluation process for adjunct faculty without rehire rights, class cancellation policy, 2nd class for adjunct faculty with rehire rights, and of course, health and welfare.

A “yes” vote on the contract means that you accept the changes. A “no” vote means that you do not accept the changes. It is an “all or nothing” vote. We cannot choose to ratify only part of the agreement.

The Faculty Association will be sending out a ballot via USPS. The ballot will be mailed back to Phil Wolf, Elections chair. This information will also be available on the FA website.

The FA will also be holding Zoom meetings for faculty to ask questions about the TA’s and ratification. Information concerning these meetings will be sent out later.